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5 UNITED STATES DISTRICT COURT  
6 WESTERN DISTRICT OF WASHINGTON  
7 AT SEATTLE

8 PHILADELPHIA INDEMNITY  
9 INSURANCE COMPANY,

10 Plaintiff,

11 v.

12 MATTHEW C ROWLEN,

Defendant.

C16-1912 TSZ

MINUTE ORDER

13 The following Minute Order is made by direction of the Court, the Honorable  
14 Thomas S. Zilly, United States District Judge:

15 (1) Plaintiff's Motion for Second Supplemental Judgment against Defendant  
16 Matthew C. Rowlen, docket no. 24, is DENIED. Plaintiff seeks a supplemental default  
17 judgment against Defendant for fees and costs incurred during efforts to enforce this  
18 Court's earlier default judgments, docket nos. 17 & 23. See Decl. of J. Sokol, docket  
no. 25, Ex. A (listing (1) fees and costs associated with analyzing this Court's prior  
orders, (2) preparing correspondence regarding indemnification, (3) research and writing  
related to various writs of garnishment and efforts to register foreign judgments, and (4)  
fees related to the preparation of the instant motion).

19 The only basis for relief Plaintiff cites is RCW §4.84.330, which permits an award  
20 of fees and costs to the prevailing party if authorized by the underlying contract. Plaintiff  
21 suggests the underlying Indemnity Agreement (the "Agreement") that was the subject of  
22 Plaintiff's Complaint, docket no. 1, authorizes recovery of fees and costs associated with  
23 execution on the prior judgments. However, the Agreement says no such thing.  
Although the Agreement requires Defendant to indemnify Plaintiff for "any Loss  
sustained or incurred: (a) by reason of having executed or being requested to execute any  
and all Bonds; (b) by failure of [Defendant] to perform or comply with any of the

1 covenants or conditions of this Agreement or any other agreement; and (c) in enforcing  
2 any of the covenants or conditions of this Agreement or any other agreement,” those  
3 provisions are limited to acts or omissions related to the requirements of the Agreement.  
4 Indemnity Agreement, docket no. 16-2 at 2. The Agreement does not expressly authorize  
5 recovery of collection costs or other costs associated with execution of a judgment. To  
6 the extent Plaintiff is alleging new facts that give rise to separate claims under the  
7 Agreement, those facts were not part of the operative Complaint and are irrelevant for  
8 purposes of this litigation.

9 Fees associated with garnishment and registration are recoverable in the same  
10 collateral proceedings where they were incurred, pursuant to RCW §§ 6.27.090  
11 (authorizing recovery of certain costs and fees in a garnishment proceeding of up to 10  
12 percent of the unsatisfied judgment or the amount prayed for in the complaint); 6.36.140  
13 (authorizing recovery of costs of registering a foreign judgment). Plaintiff has cited no  
14 authority indicating this Court may enter supplemental default judgments associated with  
15 a creditor’s attempts to execute on prior default judgments when Washington law  
16 authorizes their recovery elsewhere. Finally, Plaintiff also fails to offer evidence  
17 regarding whether the fees charged represent reasonable fees in the relevant community.  
18 *See Camacho v. Bridgeport Fin. Inc.*, 523 F.3d 973, 979 (9th Cir. 2008) (“Generally,  
19 when determining a reasonable hourly rate, the relevant community is the forum in which  
20 the district court sits.”). Therefore, Plaintiff’s Motion for Second Supplemental  
21 Judgment against Defendant Matthew C. Rowlen, docket no. 24, is DENIED.

22 (2) The Clerk is directed to send a copy of this Minute Order to all counsel of  
23 record.

Dated this 24th day of October, 2018.

William M. McCool  
Clerk

s/Karen Dews  
Deputy Clerk